REMARKS

Claims 1 through 20 in this application are pending. No claims have been canceled. Claims 12 through 14 and 20 have been amended.

The Office Action includes: i) a rejection of claims 1-8, 10, 12-20 under 35 U.S.C. §103(a) as being unpatentable over US Patent 6,163,779 ("Mantha") in view of US Patent 6,304,948 ("Motoyama"); and ii) a rejection to claim 9 under 35 U.S.C. §103(a) as being unpatentable over US Patent 6,163,779 ("Mantha") in view of US Patent 6,304,948 ("Motoyama") in further view of US Patent 6,038,601 ("Lambert"); and iii) a rejection to claim 11 under 35 U.S.C. §103(a) as being unpatentable over US Patent 6,163,779 ("Mantha") in view of US Patent 6,304,948 ("Motoyama") in further view of US Patent 6,098,064 ("Pirolli)". There are no objections to the drawings.

§103 Rejection of the Claims

The §103(a) rejection of claims 1-8, 10, 12-20 under 35 U.S.C. §103(a) as being unpatentable over US Patent 6,163,779 ("Mantha") in view of US Patent 6,304,948 ("Motoyama")is respectfully traversed, for at least the reasons set forth herein.

With respect to claim 1, it is submitted that these two patents do not render obvious the requirement of "specifying with said client a minimum length of time during which the received data is to be temporarily stored" (claims 1-8, claim 10, underline added for emphasis). The Mantha reference does not teach temporary storage, in that, after using the save function in the Mantha system, the data from the network is stored and can be accessed in the future. This storage of data for network access is not only foreign to the concept of temporary storage, but is also completely contrary to the requirement in claim 2 that the "received data is stored in a memory space by the client as *cache*" (emphasis added). The Motoyama patent discusses an "expiration date" [for data which] means a

time, day or date at which the associated data is invalid or unusable [column 5, lines 47-50], but the expiration date is a security mechanism whereby the data is erased without user intervention. Significantly, the "expiration date" is sent from the network along with the data and is *not* specified by the client as required in the claims of this application, such as claim 1 which recites: "specifying with said client a minimum length of time during which the received data is to be temporarily stored". The Motoyama teaching is directed to a way for a network to send data such as mortgage rates to many client systems, whereby the data is rendered invalid at the same time on all client systems and is thereafter deleted. Therefore, there is no way to "specify[] with said client a minimum length of time." Furthermore, it is submitted that the Motoyama patent teaches away from "temporary storage", particularly in column 5, lines 58-60, where it is stated that: Some data may not be erased at all and reside on non-volatile storage devices 200 and 202 indefinitely. This statement tends to lead one of ordinary skill in the art to believe that data that is not automatically deleted after the network-identified time period is instead retain for an indefinite time period.

It is stated in paragraph 10 of the Office Action that the Mantha patent that the Mantha patent teaches "properties such as the name and category of the page to be stored are collected from the user in real time", and then it is alleged that "[i]t would be advantageous to have the user specify a minimum length of time to store the received data at the same time as the name and category information". Not only does the Mantha patent not teach the carrying out of such a step in real time, it is submitted that the designation of a name and category of a page, which is information that a user will need to recognize on an ongoing basis with respect to that web page, is not equivalent to specifying a minimum length of time during which data is to be temporarily stored, which is not something that a user will need to recognize on an ongoing basis. In other words, a user is often asked to name a file and indicate its desired storage location before the file will actually be stored (which facilitates later retrieval of the file by the user), but rarely (if ever) does a user also designate the period for which the file is to be stored (as this is not needed to retrieve the

file, and therefore it is submitted that these factors are not equivalent to one skilled in the art in this context.

Claim 12 (and dependent claim 13 which inherits this change) has been amended to include the recitation that "at said client, entering a user specified time" to clarify that the retention period is entered or specified *at the client* instead of *at the source of the data* or Web page. This substantially aligns the requirements of this claim with the requirements of claim 1, and it is therefore submitted that the same reasoning that applies to claim 1 also applied to claim 12.

Claim 14 includes the requirement "for a user specified minimum period of time." This claim has been amended to further clarify that the "user specified minimum period of time is specified by entry made at said input device" [underline added for emphasis]. The requirements of claim 14, as well as dependent claims 15-19, is now substantially aligned with the requirements of claim set 1-10, and the same reasoning is also believed to apply to these claims.

Claim 20 includes, "for a user specified minimum period of time." This claim has been amended to further clarify that the "user specified minimum period" is being specified at the client. This claim, as well as dependent claims 15-19, are now generally aligned with the requirements of claim set 1-10, and again the same reasoning is believed to apply to these claims.

It is respectfully submitted that the Mantha patent and the Motoyama patent, either taken singly or as a hypothetical combination do not teach or suggest the claimed features. Accordingly, withdrawal of the §103 rejection of claims 1-8, 10 and 12-20 is respectfully requested.

The §103(a) rejection of claim 9 under 35 U.S.C. §103(a) as being unpatentable over US Patent 6,163,779 ("Mantha") in view of US Patent 6,304,948 ("Motoyama") in further view of US Patent 6,038,601 ("Lambert") is respectfully traversed, for at least the reasons set forth herein.

Claim 9 depends from claim 1 and thereby inherits the requirement of "specifying with said client a minimum length of time during which the received data is to be temporarily stored" [underline added for emphasis]. Therefore, the same reasoning applies to claim 9 as was outlined in the previous discussion.

Consequently, due to the omission in the disclosures of the cited patents in teaching this requirement of claim 1, it is respectfully submitted that the "Mantha" patent, the "Motoyama" patent and the "Lambert" patent, either taken singly or as a hypothetical combination do not teach or suggest the claimed features. Accordingly, withdrawal of the §103 rejection of claim 9 is respectfully requested.

The §103(a) rejection to claim 11 under 35 U.S.C. §103(a) as being unpatentable over US Patent 6,163,779 ("Mantha") in view of US Patent 6,304,948 ("Motoyama") in further view of US Patent 6,098,064 ("Pirolli)" is respectfully traversed, for at least the reasons set forth herein.

Similarly, claim 11 also depends from claim 1 and thereby inherits "specifying with said client a minimum length of time during which the received data is to be temporarily stored" [underline added for emphasis]. Therefore, the same reason applies as in the previous discussion.

It is respectfully submitted that the "Mantha" patent, the "Motoyama" patent and the "Pirolli", either taken singly or as a hypothetical combination do not teach or suggest the claimed features. Accordingly, withdrawal of the §103 rejection of claim 11 is respectfully requested.

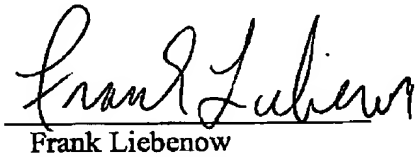
Conclusion

The pending claims are respectfully submitted to be in condition for allowance. Accordingly, notification to that effect is earnestly requested. In the event that issues arise in the application which may readily be resolved via telephone, the Examiner is kindly invited to telephone the Gateway, Inc. agent at (605)232-1603 (who is also the inventor) to facilitate prosecution of the application.

It is believed that the attached Fee Transmittal attends to the appropriate fees owed for the present Amendment. However, if necessary, please charge any additional fees or credit overpayment to Deposit Account No. 50-0439.

Respectfully submitted,

Date: June 3, 2004

By 
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